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ARTICLES OF AGREEMENT
SOFTWARE LICENSE AGREEMENT
PARKE COUNTY, INDIANA

AGREEMENT

This SOFTWARE LICENSE AGREEMENT entered into by and between APPRAISAL RESEARCH CORPORATION, ("Licensor"), a corporation authorized to do business in the State of Indiana, having principal offices at Findlay, Ohio, and the Parke County Commissioners representing the PARKE COUNTY ASSESSOR ("Licensee") determines the rights and licenses granted to the Licensee in the Licensed Software (hereinafter defined) supplied by the Licensor hereunder.

1. **DEFINITIONS:** As used herein, the following definitions shall apply:

- a. **"Licensed Product"** shall mean collectively the Licensed Software and Licensed Documentation (as hereinafter defined).
- b. **"Licensed Software" or "Software"** shall mean the software identified on Schedule A annexed hereto and made a part hereof, in object code form, all updates and revisions thereof supplied by Licensor and all permitted copies of the foregoing.
- c. **"Licensed Documentation"** shall mean all documentation, other than the Licensed Software, related to the Licensed Software supplied by Licensor hereunder.
- d. **"Licensed CPU"** shall mean the central processing unit and its associated equipment that is identified on the annexed Schedule A.
- e. **"Use"** shall mean the reading into and out of memory of the Licensed Software and the execution of the Licensed Software, in whole or in part, by the Licensed CPU.
- f. **"Modification"** means deleting code from, adding code to, or altering the code in the Licensed Software.
- g. **"Modify"** means to create or engage in creating a modification.
- h. **"Copy"** means the medium on which information is fixed on a temporary or permanent basis and from which the information can be perceived, reproduced, used, or communicated, either directly or with the aid of a device.
- i. **"Nonexclusive license"** means a license that does not preclude the Licensor from transferring the same information, informational rights, contractual rights or permissions within the same scope to other Licensees.
- j. **"State Certification"** means the process of certifying the software and the process with the State Board of Tax Commissioners.

2. LICENSE

- a. Subject to payment of the license fees and charges to Licensor, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, nonexclusive and nontransferable license to use the Licensed Software on Licensed CPU and to use the Licensed Documentation in support of the Use of the Licensed Software.
- b. This licensee includes up to six (6) CPU units. A separate license shall be required, together with the payment of additional license fees and charges, to use the Licensed Software on other than the Licensed CPUs; provided, however, Licensee may temporarily transfer the license granted hereunder to a back-up CPU if the Licensed CPU is inoperative for reasons beyond Licensee's reasonable control.

3. LICENSE FEES, CHARGES, AND TAXES

- a. The license fees and charges for the license granted hereunder shall be THIRTY NINE THOUSAND TWO HUNDRED DOLLARS (\$39,200.00).
 - b. An additional SEVENTY FIVE HUNDRED DOLLARS (\$7,500.00) shall be paid as an installation and start up fee. This shall be due at the signing of the contract. The remaining contract amount shall be due when the Assessor is satisfied that the system is functioning properly.
 - c. The license fees and charges, taxes and other applicable charges shall be due and payable within forty-five (45) days after Licensee's receipt of invoice therefor. Licensee shall pay a late payment charge of 1.5 percent per month, or the maximum penalty rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Licensor is in arrears.
 - d. Licensee shall pay all taxes based on or in any way measured by this Agreement, the Licensed Software or any portion thereof, or any services related thereto, excluding taxes based on Licensor's net income but including personal property taxes. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax to Licensor and Licensee may thereafter challenge such tax and seek refund thereof.
4. TERM OF LICENSE AGREEMENT AND LICENSES: Unless otherwise terminated, cancelled or extended as provided herein, the terms of this Agreement and of the licenses granted herein shall commence on November 15, 2001.
5. PROTECTION OF LICENSED PRODUCT: Licensee acknowledges and agrees that the Licensed Software and all copies thereof are Licensor's exclusive property and constitute a valuable trade secret of Licensor. Licensee may not disclose or make available to third parties the Licensed Product or any portion thereof without

Licensor's prior written consent. Upon any termination, cancellation, or expiration hereof, Licensee shall immediately return the Licensed Product and all copies thereof to Licensor.

6. REPRODUCTION AND MODIFICATION OF LICENSED PRODUCT

- a. Licensee may reproduce the Software for Use only on the Licensed CPUs. All copies of the Software, in whole or in part, shall contain all of Licensor's restrictive and proprietary notices as they appear on the copies of the Software provided by the Licensor. In no event may Licensee duplicate, in whole or in part, the Licensed Documentation.
- b. Licensee may modify the Licensed Software and merge that same into existing software, provided such modified Software and resulting merged software shall be deemed to be a Licensed Product subject to all of the terms and conditions of this Agreement. Upon any termination, cancellation, or expiration of this Agreement or any license granted hereunder, Licensee shall remove the Licensed Software and all portions thereof from the modified Licensed Software and resulting merged software and Licensee shall have no right thereafter to use the Licensed Software or any portion thereof.

7. **STATE CERTIFICATION:** The Licensee shall guarantee that the Licensed Product shall be certified according to the non-rule policy statement on county computer system certification published in the October Indiana Register.
8. **SERVICES:** Licensee shall be solely responsible for the selection, installation, and Use of the Licensed Product. Licensor shall provide Licensee with technical support and services under the terms and conditions of a separate agreement and at Licensor's then current charges therefor.
9. **NEGATION OF WARRANTY:** The licensed product is provided on an "as is" basis, and there are no warranties, express or implied, including but not limited to, any warranties of merchantability or fitness for particular purpose. Licensee shall be solely responsible for the selection, use, efficiency and suitability of the licensed product and licensor shall have no liability therefor.
10. **NEGATION OF PROPRIETARY RIGHTS INDEMNITY:** There is no warranty against interference with your quiet enjoyment of the licensed product or against infringement, and licensor shall have no liability to licensee for the infringement of proprietary rights by the licensed product or any portion thereof.

11. TERMINATION/CANCELLATION

- a. Licensors may terminate/cancel this Agreement and any license granted to Licensee hereunder if:
 - (1) Licensee fails to pay Licensors any license fee or charge;
 - (2) Licensee is in default of any other provision of this Agreement and such default is not cured within ten (10) days after Licensors gives Licensee written notice thereof; or
 - (3) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under bankruptcy law.
- b. In the event of any termination/cancellation of this Agreement or any license granted to Licensee hereunder, Licensors may:
 - (1) Declare all amounts owed to Licensors to be immediately due and payable;
 - (2) Require that the Licensee cease any further Use of the Licensed Product or any portion thereof and immediately return the same and all copies thereof, in whole or in part; and
 - (3) Cease performance of all Licensors's obligations hereunder without liability to Licensee.
- c. Licensors's foregoing of rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensors in law and equity.

12. LIMITATION OF LIABILITY

- a. In no event shall Licensors be liable to Licensee for any indirect, special or consequential damages or lost profits, arising out of or related to this license agreement or the performance or breach thereof, even if the Licensors has been advised of the possibility thereof. Licensors's liability to Licensee hereunder, if any, shall in no event exceed the total of the license fees paid to Licensors hereunder by the Licensee.

13. GENERAL

- a. The effective date of this Agreement shall be upon execution hereof by Licensee and acceptance hereof by an authorized representative of Licensors.
- b. Any claim arising out of or related to this Agreement must be brought no later than one (1) year after it has accrued.

- c. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by writing executed by the authorized representatives of both parties.
- d. This Agreement shall be interpreted in accordance with the substantive laws of the State of Indiana.

IN WITNESS WHEREOF, the County Commissioners of Parke County representing the County Assessor of Parke County, acting in behalf of said County, and an authorized representative of the Appraisal Research Corporation have signed this Agreement on the day and year first above written.

PARKE COUNTY, INDIANA

Genger J. Muthlas
Commissioner

Date: 11-05-01

William L. Jeffers
Commissioner

Date: 11-5-01

Patricia Leonard
Commissioner

Date: 11/5/01

ATTEST

Blanca K. Koch
Parke County Auditor

Date: Nov 5, 2001

APPRAISAL RESEARCH CORPORATION

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI
President & CEO

